AMENDMENT OF SOLICITATI	ON OF CONTR	ON OF CONTRACT		D Code Price	Page 1 Of 4			
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purch	ase Req			(If applicable)		
P00001	2004FEB19	SEE SCHE	DULE					
6. Issued By	Code W56HZV	7. Administered By (	If other	than Item 6)		Code S1403A		
TACOM WARREN BLDG 231		DCMA CHICAGO						
AMSTA-LC-CJT CATHERINE HAM (586)574-4253		1523 WEST CEN BLDG 203			FRAL ROAD			
WARREN, MICHIGAN 48397-5000		ARLINGTON HEI	GHTS I	L 60004-245	1			
HTTP://CONTRACTING.TACOM.ARMY.MIL								
EMAIL: HAMC@TACOM.ARMY.MIL		sc	CD C	PAS NONE	ADP	РТ но0339		
8. Name And Address Of Contractor (No., Street	et, City, County, State and	l Zip Code)		9A. Amendmer	nt Of Solicitation	n No.		
WHEEL SYSTEMS INTERNATIONAL, INC.								
3017 ROSEWOOD LANE				9B. Dated (See	Item 11)			
OSHKOSH, WI. 54904-7611				`	<u> </u>			
			X	10A. Modificat	ion Of Contrac	t/Order No.		
				W56HZV-04-P-	T089			
TYPE BUSINESS: Other Small Business	Performing in U.S.		) [	10B. Dated (See Item 13)				
Code 3LLU0 Facility Code				2004JAN22				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
The above numbered solicitation is amend	led as set forth in item 14.	The hour and date spo	ecified fo	or receipt of Off	ers			
is extended, is not extended.								
Offers must acknowledge receipt of this amo (a) By completing items 8 and 15, and return						the following methods: adment on each copy of the		
offer submitted; or (c) By separate letter or								
ACKNOWLEDGMENT TO BE RECEIVED								
SPECIFIED MAY RESULT IN REJECTIO change may be made by telegram or letter, p								
opening hour and date specified.						•		
12. Accounting And Appropriation Data (If red NO CHANGE TO OBLIGATION DATA	quired)							
KIND MOD CODE: 7	ITEM ONLY APPLIES T It Modifies The Contra				DERS			
A. This Change Order is Issued Pursua		act/Order No. As Descr	incu in		anges Set Forth	In Item 14 Are Made In		
The Contract/Order No. In Item 10.  B. The Above Numbered Contract/Orde		The Administrative Ch	angos (si	ich as changas i	n naving office	appropriation data atc.)		
Set Forth In Item 14, Pursuant To T	The Authority of FAR 43.10	03(b).	anges (st	ich as changes i	n paying office,	appropriation data, etc.)		
C. This Supplemental Agreement Is En	tered Into Pursuant To Au	thority Of:						
D. Other (Specify type of modification a	and authority)							
E. IMPORTANT: Contractor X is not,	is required to sign	this document and re	turn	c	opies to the Issu	uing Office.		
14. Description Of Amendment/Modification (	Organized by UCF section	headings, including so	licitatior	/contract subje	ct matter where	e feasible.)		
SEE SECOND PAGE FOR DESCRIPTION								
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force								
and effect.	tions of the document refer	renced in Hem 9A or 10	oA, as ne	retotore change	ea, remains unc	nanged and in full force		
15A. Name And Title Of Signer (Type or print	)			Of Contracting	Officer (Type o	r print)		
		BRUCE W. RA RALEIGHB@TA		MY.MIL (810)5	74-4295			
15B. Contractor/Offeror	15C. Date Signed					16C. Date Signed		
		D		(OTCHED '				
(Signature of person authorized to sign)	-	By(Sig	nature o	/SIGNED/ f Contracting O	Officer)	2004FEB19		
NSN 7540-01-152-8070	ı	30-105-02				ORM 30 (REV. 10-83)		

# **CONTINUATION SHEET**

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Name of Offeror or Contractor: WHEEL SYSTEMS INTERNATIONAL, INC.

SUPPLEMENTAL INFORMATION

The purpose of this modification is to add the applicable clauses for Installment Payments to the contract.

The following clauses are added as a result of this modification:

252.225-7009	Duty Free Entry
252.225-7007	Buy American Act - Trade Agreements- Balance of Payments program
52.225-10	Duty Free Entry
52-232-29	Terms for Financing of Purchases of Commercial Items
52-232-30	Installment Payments for Commercial Items
52-212-4	Contract Terms and Conditions - Commercial Items
52-212-4	Contract Terms and Conditions - Commercial Items

\*\*\* END OF NARRATIVE A 001 \*\*\*

## **CONTINUATION SHEET**

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Name of Offeror or Contractor: WHEEL SYSTEMS INTERNATIONAL, INC.

SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
1 ADDED	252.225-7007	BUY AMERICAN ACTTRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM	SEP/2001
2 ADDED	252.225-7009	DUTY-FREE-ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
CONTRACT CLAUSE	-		(0000
3 ADDED	52.212-4	CONTRACT TERMS AND CONDITIONSCOMMERCIAL ITEMS	FEB/2002
4 ADDED	52.212-4	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS	MAY/1999
5 ADDED	52.225-10	DUTY-FREE ENTRY	APR/1984
6 ADDED	52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	FEB/2002
7 ADDED	52.232-30	INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS	OCT/1995
8 ADDED	52.212-4	CONTRACT TERMS AND CONDITIONSCOMMERCIAL ITEMS	FEB/2002

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --
  - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

  (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

  (g) Invoice.
  - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
    - (i) Name and address of the Contractor;
    - (ii) Invoice date and number;
    - (iii) Contract number, contract line item number and, if applicable, the order number;
    - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
    - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
    - (vi) Terms of any discount for prompt payment offered;
    - (vii) Name and address of official to whom payment is to be sent;
    - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
    - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
    - (x) Electronic funds transfer (EFT) banking information.
      - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
      - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
      - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
    - (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

## **CONTINUATION SHEET**

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Name of Offeror or Contractor: WHEEL SYSTEMS INTERNATIONAL, INC.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular
- purpose described in this contract.

  (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government
- for consequential damages resulting from any defect or deficiencies in accepted items.

  (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.

(End of Clause)